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Hearing Date: February 16, 2001
Hearing Time: 10:00 a.m.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re: : **Chapter 11**
: **Case Nos. 00-B-41065 (SMB)**
RANDALL'S ISLAND FAMILY GOLF : **through 00-B-41196 (SMB)**
CENTERS, INC., et al., :
: **Jointly Administered**
Debtors. :
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**LANDLORD'S OBJECTION TO DEBTOR'S
PROPOSED CURE CLAIM (STORE NO. 214)**

TO THE HONORABLE STUART M. BERNSTEIN,
UNITED STATES BANKRUPTCY JUDGE:

Marshall Road Partnership, owner and lessor of property commonly known as 3717 Tree Court Industrial Drive, St. Louis, Missouri 63122 (Store No. 214), by and through its undersigned attorneys, hereby objects to the Debtor's proposed cure claim, and respectfully represents as follows:

1. Marshall Road Partnership ("MRP") is a Missouri general partnership and is the owner and lessor of certain property located in St. Louis County, Missouri, known as 3717 Tree Court Industrial Drive (the "Premises").

2. St. Louis Family Golf Centers, Inc., a wholly-owned subsidiary of Family Golf Centers, Inc. ("Debtor"), is the successor lessee and assignee under that certain Commercial Lease dated November 19, 1991, by and between MRP and Tree Court Golf & Recreational

Complex, Inc., as amended (the “Lease”). (A copy of the Lease is attached as an exhibit to the Arrears Statement, as more fully described infra.)

3. Pursuant to Bidding Procedures established by Order of this Court dated January 23, 2001, MRP asserted a cure claim with respect to unpaid rent and charges owed by Debtor to MRP under the Lease (the “Arrears Statement”). A copy of the Arrears Statement together with transmittal correspondence related thereto is attached to this Objection as Exhibit A and incorporated herein by reference.

4. The Arrears Statement totals \$51,420.70, plus additional interest, charges and attorneys’ fees, and is subject to further amendments and/or adjustments until fully paid (the “Cure Claim”).

5. The amount of the Cure Claim calculated through February 9, 2001 (i.e., the contemplated termination date of the Lease) is \$52,665.90, plus MRP’s attorneys’ fees incurred in connection with enforcement of MRP’s rights. A copy of the Cure Claim and its components is attached to this Objection as Exhibit B and incorporated herein by reference.

6. Prior to commencement of the Auction for the sale of the Debtor’s leases and other estate assets conducted on February 9, 2001, the Debtor advised MRP that it disputes the Arrears Statement, and alleged that MRP’s cure claim is \$15,187.00.

7. MRP objects to the Debtor’s alleged cure amount. The Debtor has failed to furnish MRP with any supporting documents, proofs of payment, canceled checks or payment receipts which would evidence full payment and/or performance of the Debtor’s obligations under the Lease.

WHEREFORE, MRP prays that this Court enter its Order: (i) allowing MRP's Cure Claim as set forth on Exhibit B hereto; (ii) directing that the Debtor pay the Cure Claim to MRP in full; and (iii) granting such other and further relief as is just and proper.

DATED: February ___, 2001
St. Louis, Missouri

BRYAN CAVE LLP

By: _____
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and

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Attorneys for Marshall Road Partnership

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Landlord's Objection to Debtor's Proposed Cure Claim (Store No. 214) was sent via overnight Federal Express delivery to the following parties on this ____ day of February, 2001.

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